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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.

14 REAL PROPERTY LOCATED IN
15 TUJUNGA, CALIFORNIA,
16 Defendant.

17 ALBERT GORE MANAGEMENT, LLC,
18 Claimant.

No. CV-15-03463-DSF (PLAx)

CONSENT JUDGMENT OF FORFEITURE

19
20 This action was filed on May 8, 2015. Notice was given and
21 published in accordance with law. Claimant Albert Gore Management,
22 LLC ("Claimant") filed the only claim to the defendant real property
23 located in Tujunga, California (the "defendant Tujunga property"),
24 more particularly described below. No other statements of interest
25 or answers have been filed, and the time for filing such statements
26 of interest and answers has expired. Plaintiff and Claimant have
27 reached an agreement that is dispositive of the claim to the
28 defendant Tujunga property. The parties have requested that the

1 Court enter this Consent Judgment of Forfeiture.

2 WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

3 A. This Court has jurisdiction over this action pursuant to 28
4 U.S.C. §§ 1345 and 1355, and over the parties hereto.

5 B. The Verified Complaint for Forfeiture states a claim for
6 relief pursuant to 18 U.S.C. § 981(a)(1)(A) and (C).

7 C. Notice of this action has been given in accordance with
8 law. All potential claimants to the defendant Tujunga property other
9 than Claimant are deemed to have admitted the allegations of the
10 Complaint. The allegations set out in the Complaint are sufficient
11 to establish a basis for forfeiture.

12 D. The United States of America shall have judgment as to
13 Claimant's interest in the defendant Tujunga property, and no other
14 person or entity shall have any right, title or interest therein.
15 The legal description of the defendant Tujunga property is:

16 The real property in the City of Los Angeles, County of Los
17 Angeles, State of California, described as Lot 15 and 16 of
18 Tract No. 5852, in the City of Los Angeles, County of Los
19 Angeles, State of California, as per Map Recorded in Book
20 61 Page 67 of Maps in the Office of the County Recorder of
21 said county.

22 APN # 2557-019-046 or 2557-019-012.

23 E. The defendant Tujunga property shall be sold for fair
24 market value in accordance with the terms of this paragraph. The
25 government shall cause the defendant Tujunga property to be listed on
26 the Multiple Listing Service for 60 days at a price of \$780,000.00,
27 and the minimum acceptable purchase price shall be \$770,000.00. If
28 the defendant Tujunga property does not sell within the first 60 days
of the listing of the property, the list price shall be reduced to
\$770,000.00, and the minimum acceptable purchase price shall be

1 \$760,000.00. If the property has not sold within the first 90 days
2 of the listing of the property, the listing price shall be reduced to
3 an amount to be determined in the sole discretion of the government
4 and/or its contractors, and the government shall be allowed to set,
5 at its sole discretion, the acceptable purchase price. At any point
6 during the first 90 days of listing the property on the Multiple
7 Listing Service, the parties, by mutual written agreement, may change
8 the listing price and/or the minimum purchase price of the property.
9 The proceeds of the sale of the defendant Tujunga property shall be
10 distributed as follows:

11 a. First, payment of all outstanding real property taxes
12 owed to the Los Angeles County Tax Collector calculated to the date
13 of closing of escrow;

14 b. Second, payment of all costs of escrow and sale,
15 including real estate sales commissions and applicable fees triggered
16 by the sale of the defendant property;

17 c. Third, to the extent funds remain (the "net
18 proceeds"), \$680,000.00 shall be paid and forfeited to the United
19 States of America, and no other right, title or interest shall exist
20 therein. The United States of America shall dispose of the funds in
21 accordance with law; and

22 d. Fourth, any and all remaining proceeds shall be paid
23 to Claimant, who shall provide payment instructions directly to the
24 escrow company handling the sale of the defendant Tujunga property.

25 F. Claimant Albert Gore Management, LLC, may retain possession
26 of the defendant Tujunga property until two weeks before escrow is
27 scheduled to close. At the time that escrow opens on the sale of the
28 defendant Tujunga property, the United States Marshals Service

1 ("USMS") shall notify Claimant Albert Gore Management, LLC through
2 its representative, Albert Nersisyan, and provide Claimant with
3 notice of a date to vacate the premises.

4 G. While Claimant Albert Gore Management, LLC retains
5 possession of the defendant Tujunga property, it will not take any
6 action to negatively affect the marketability of the property, and
7 will maintain it in substantially the same condition as it was on the
8 date of the entry of this Judgment, including without limitation,
9 maintenance of the front and backyard. Claimant Albert Gore
10 Management, LLC shall maintain appropriate policies of insurance on
11 the defendant Tujunga property until it vacates the property,
12 including policies covering potential liability for personal injury
13 or property damage occurring on or around the defendant Tujunga
14 property. Claimant shall not commit waste of the defendant Tujunga
15 property or permit the property to be used or occupied in any manner
16 which would diminish the value of the property or invalidate any
17 insurance policy on the property.

18 H. While Claimant Albert Gore Management, LLC remains in
19 possession of the defendant Tujunga property, it shall grant the USMS
20 and its contractors access to the defendant Tujunga property between
21 the hours of 8:00 a.m. and 5:00 p.m. if it is provided with 24 hours
22 notice through any of its representatives. Notice may be provided by
23 phone or email and Claimant must provide at least three valid forms
24 of contact. Any violations of the provisions of this paragraph may
25 result in an adjustment of the payment in paragraph E(d) or the entry
26 of an Order giving Plaintiff possession of the defendant Tujunga
27 property.

28 I. If Claimant Albert Gore Management, LLC vacates the

1 defendant Tujunga property in accordance with paragraph C, and for
2 any reason escrow is cancelled, Claimant shall have no right to re-
3 enter or re-take possession of the property.


4 J. Upon entry of this Consent Judgment of Forfeiture, the U.S.
5 Marshals service shall release and return the 2011 Mercedes Benz
6 Sprinter, VIN WDWPE8CD0B5562712 (17-FBI-002356) seized on or about
7 March 28, 2017, to the registered owner of the seized vehicle, or to
8 her designated agent.

9 K. Claimant Albert Gore Management, LLC has released the
10 United States of America, its agencies, agents, and officers,
11 including employees and agents of the Federal Bureau of
12 Investigation, from any and all claims, actions or liabilities
13 arising out of or related to this action, including, without
14 limitation, any claim for attorney's fees, costs or interest which
15 may be asserted on behalf of Claimant Albert Gore Management, LLC
16 and/or its members, shareholders or partners, whether pursuant to 28
17 U.S.C. § 2465 or otherwise. Nothing in this Consent Judgment is
18 intended as, nor should anything in this Consent Judgment be
19 interpreted as an admission by Claimant Albert Gore Management, LLC
20 of any liability or wrongdoing.

21 L. The court finds that there was reasonable cause for the
22 institution of these proceedings. This judgment shall be construed
23 as a certificate of reasonable cause pursuant to 28 U.S.C. § 2465.

24 6/15/17

25
26 DATE


27 HONORABLE DALE S. FISCHER
28 UNITED STATES DISTRICT JUDGE

SIGNATURE OF PARTIES ARE ON NEXT PAGE

1 **Approved as to form and content:**

2 Dated: June 12, 2017

SANDRA R. BROWN
Acting United States Attorney

LAWRENCE S. MIDDLETON
Assistant United States Attorney
Chief, Criminal Division

STEVEN R. WELK
Assistant United States Attorney
Chief, Asset Forfeiture Section

8 /s/
JENNIFER M. RESNIK
Assistant United States Attorney

Attorneys for Plaintiff
UNITED STATES OF AMERICA

12 Dated: June 9, 2017

KG Law, APC

14 /s/
VAHE KHODZHAYAN, ESQ.

Attorney for Claimant
ALBERT GORE MANAGEMENT, LLC

17 Dated: June 9, 2017

19 /s/
ALBERT GORE MANAGEMENT, LLC

Claimant